



**National Health Authority (NHA)  
Government of India**

## ***REQUEST FOR PROPOSAL (RFP)***

**“Selection of agency to conduct beneficiary feedback  
survey for PMJAY”**

**RFP Number: S.12017/48/2019-NHA**

**Date of Publishing RFP: 29<sup>th</sup> May 2019**

## ***Disclaimer***

The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender.

The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

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The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document. The issue of this RFP Document does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

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The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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# ***1. Invitation to Proposal***

New Delhi

Date: 29<sup>th</sup> May 2019

National Health Authority (hereafter referred to as NHA), an attached office of the Ministry of Health and Family Welfare for the implementation of Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (PM-JAY) having its Office at 7<sup>th</sup> and 9<sup>th</sup> Floor, LIC Jeevan Bharti Building, Tower-I, Connaught Place, New Delhi – 110001, invites responses ('Proposals'/ 'Bids') to this RFP from eligible Bidders for selection of an agency for conducting beneficiary feedback survey for PMJAY.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the RFP fact sheet. Proposals must be received not later than time, date and venue mentioned in the RFP fact sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under Lowest Cost System based selection criteria (i.e. L1) and procedures described in this RFP. To obtain first-hand information on the RFP/Project, Bidders are encouraged to attend the pre-bid meeting on the date and venue mentioned in the fact sheet. The official website for accessing the information related to this RFP is: <https://www.pmjay.gov.in/>. Interested bidders are requested to submit their proposals to the "RFP" at the address mentioned below on or before 19<sup>th</sup> May 2019 by 04:00 pm.

The submissions must be addressed to:

General Manager (Operations),

National Health Authority,

7<sup>th</sup> and 9<sup>th</sup> floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001"

Thank you and we look forward to receiving your proposal.

## 2. Fact Sheet and RFP Schedule

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	RFP - <b>S.12017/48/2019-NHA</b> Chief Executive Officer, National Health Authority
2.	Date of publishing of RFP	29 <sup>th</sup> May 2019
3.	Job Requirement	Selection of agency to conduct beneficiary feedback survey for PMJAY
4.	Method of selection	Three stage process comprising of- i. Pre-Qualification evaluation, and ii. Technical Evaluation and iii. Commercial Evaluation. The final selection shall be based on least cost system (L1) method.
5.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission
7.	Pre-Bid Queries	Clarification must be requested on or before 6 <sup>th</sup> June 2019 up to 5:00 pm.  Bidders are required to send the queries/clarification request in MS excel file in soft copy (as detailed in annexure 1). The e-mail address for requesting clarification is: <a href="mailto:sk.tiwari21@nic.in">sk.tiwari21@nic.in</a>
8.	Pre-Bid Meeting	Date & Time of pre bid meeting- 6 <sup>th</sup> June 2019 at 11:00 AM onwards at the below address- National Health Authority, 9th floor, tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi”

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S. No.	Reference	Description
9.	Bid submission	<p>The last date for submission of Proposal is on or before 19<sup>th</sup> June 2019 by 04:00 PM. The proposal will be submitted physically at the address mentioned below-</p> <p>“General Manager (Operations), National Health Authority, 7<sup>th</sup> and 9<sup>th</sup> floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”</p> <p>A drop box is kept at 9<sup>th</sup> floor reception for bid submission. Bidders are requested to submit their bids on or before the last date of submission in the drop box.</p>
10.	Currency	The bidder to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered
12.	Earnest Money Deposit	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) as per the details specified in section 5.4 of this RFP.
13.	Date, Time and venue for opening of pre-qualification bids of all bidders	19 <sup>th</sup> June 2019 at 04:30 PM onwards at – National Health Authority, 9 <sup>th</sup> floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
14.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	To be intimated later <b>Venue-</b> National Health Authority, 9 <sup>th</sup> floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001”
15.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	To be intimated later <b>Venue-</b> National Health Authority, 9 <sup>th</sup> floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001”



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S. No.	Reference	Description
16.	Tentative date, time and venue for opening of commercial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)	To be intimated later Venue- National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
17.	Date, Time of announcement of the selected bidder.	To be announced later

## 3. About Us

### 3.1. Background

Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PMJAY) is an attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PMJAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India It will not only increase the efficiency and reach, but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly but also help reduce Out of Pocket Expenditure (OOPE) for hospitalizations. It will help mitigate the financial risk arising out of catastrophic health episodes.

### 3.2. AB-PMJAY – Key Features

1. Targeting over 10 crore poor and vulnerable beneficiary families. For identification of beneficiaries, AB PMJAY will use deprivation and automatic inclusion criteria for rural areas and defined occupational categories for urban from Socio-Economic Caste Census 2011 (SECC). All beneficiaries covered under Rashtriya Swasthya Bima Yojana (RSBY) but not included in eligible SECC beneficiary list will be automatically included.
2. Eligible families entitled for cashless treatment benefits up to ₹5 lakh per family per year (on a family floater basis), for secondary and tertiary care hospitalization. They can avail of these benefits at any (public or private) empaneled hospital across India (national portability).
3. No cap on Family Size to ensure all members of designated families specifically girl child and senior citizens get coverage. Suggested to preferably make woman as the head of a family.
4. Beneficiaries encouraged to bring Aadhar or any other recognized government photo identity for the purpose of identification. However, benefits will not be denied under the Scheme in absence of Aadhar.
5. Institutional Arrangement:
  - a) At Centre, a dedicated National Health Authority (NHA), headed by a full- time CEO, has been set up to facilitate implementation of AB PMJAY.
  - b) States/ UTs advised to implement through a dedicated entity, State Health Agency (SHA). They can either use an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) or set up a new entity to implement the scheme.

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6. Responsibility of implementing AB PMJAY shall lie with States. They can choose preferred mode of implementation which can be either through Insurance Companies, Trust or a mixed approach.
7. States can implement their own schemes in Alliance with AB PMJAY.
8. A robust, modular, scalable and interoperable IT platform connecting NHA with SHAs and beneficiaries to the designated private and public health providers is being developed.
9. Benefit package includes identified surgical, medical and day-care benefits of secondary and tertiary nature. Procedures also include lifesaving and emergency treatments that primarily account for catastrophic expenses for families.
10. Payment for treatment on package rate (defined by the Government in advance) basis. States will have the flexibility to modify these rates as per guidelines.
11. Public hospitals will get additional funds through claim payments from Insurance Companies/ Trust for treatment provided to beneficiaries. They can use this fund to strengthen their facilities and to provide incentives.
12. While ensuring user convenience, AB PMJAY would create robust safeguards to prevent misuse/ fraud/ abuse by providers and users.
13. A well-defined Complaint & Public Grievance Redressal Mechanism, actively utilizing electronic, mobile platform, internet as well as social media, will be put in place.
14. The ratio of contribution towards premium/cost between Centre and State will be 60:40 in all States except North Eastern States & 3 Himalayan States where the ratio is proposed to be 90:10. In the case of Union Territories, the Central contribution of premium is proposed to be 100% for UTs without legislature, while it is proposed to be 60:40 for those with legislature.
15. Transfer of grant-in-aid as premium to the Insurance Company / actual cost to the Trust and administrative funds to SHA to be made through dedicated escrow accounts.

### ***3.3. Role of Government of India/NHA***

Government of India, through NHA, shall provide assistance to States for the implementation of AB PMJAY in either Trust mode, Insurance mode, or a combination of the Trust or Insurance mode. In particular, the Government of India through NHA shall do the following:

1. Central share of grant-in-aid: Release of Central share of grant-in-aid either as premium contribution (decided by competitive bidding) for Insurance Company mode, to the dedicated escrow account, or as actual claim for Trust mode including administrative expenses in a timely manner. Amount of Central share shall be the lowest of premium or actual claim and national ceiling.

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2. Fostering coordination for implementation of AB PMJAY in Alliance with State schemes: Fostering coordination with States for implementation of AB PMJAY in Alliance with State schemes which includes providing any support to SHAs as required. NHA will also coordinate with regulatory bodies including IRDAI and other initiatives/ agencies /authorities for sectoral reforms on behalf of the AB PMJAY.
3. Database of beneficiaries: Providing database of eligible beneficiary families (AB PMJAY database) to the States. In case State is covering a larger number of beneficiaries than AB PMJAY under their own Scheme, they can use their own database, subject to an assurance by the State that all AB PMJAY eligible families (as decided by their inclusion in SECC database) have been included in the State database.
4. Operational Guidelines and Model Tender Document (MTD) for selection of Insurance Company, Implementation Support Agency (ISA), and Third Party Administrators (TPAs): Provide AB PMJAY operational guidelines and MTD and any possible modifications to it from time to time to States, as guiding posts for implementation under the ambit of the policy and the technology while providing requisite flexibility / discretion to the States (as per due process) to optimally chalk out the activities related to implementation in light of the special conditions of their own State/ UT. NHA will exercise general scrutiny on the tendering process carried out by States/SHA.
5. National Portability: Laying down the process and terms for extending portability of benefits to all AB PMJAY beneficiaries at any empaneled health care providers (public and private) across India.
6. IT System and Technical Support: Provide a Central IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB PMJAY. This will include Grievance Redressal platform and national helpline.
7. Packages and criteria for empanelment of health care providers: Provide list of packages along with indicative rates for treatments under AB PMJAY. Criteria for empanelment of health care provider under AB PMJAY will also be provided. These can be adapted to State-specific situation as per defined process.
8. Awareness Generation: Enable beneficiaries (who are the primary audience of this Mission) to receive correct information about entitlements, scheme benefits, empanelment and other key details, by providing the States with standardized awareness generation materials for dissemination, which can be adapted to local languages. Amongst the secondary audience (media, general audience etc.), create positive news around AB PMJAY and position AB PMJAY as a game changer in achieving Universal Health Coverage. NHA will also develop communication and training material for other secondary

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audiences such as hospitals, Front Line Workers etc. to prepare them in implementing the scheme.

9. Training and Capacity Building: Provide standard training manuals for stakeholders and support the States in organizing training of trainers and other capacity building activities in the State.
10. Review and monitor progress under AB PMJAY: Review the performance of the Scheme and monitor it on a regular basis and issue necessary directions from time to time.

### **3.4. Role of State Government/SHA**

State Government shall set-up State Health Agency (SHA) as a dedicated entity, under the administrative control of State Department of Health and Family Welfare for implementation of AB PMJAY. Preparedness of the States is more important than any other factor for the success of AB PMJAY. In order to ensure the timely roll out of the scheme and effective implementation, States are expected to perform the following:

1. Provide necessary approvals: Approvals for implementation of AB PMJAY and budget commitment for State contribution for premium and for incurring the administrative costs will be needed. Approval for expansion of the Scheme /Alliance with existing State schemes, cost for which will be borne by the State, will also need to be taken.
2. Signing of Memorandum of Understanding (MoU) with NHA: State/SHA will sign a MoU to formalize the partnership with NHA for implementation of AB PMJAY.
3. Institutional structure at State (SHA) and at districts: Decision on setting up of a new State Health Agency or identification of an existing agency, managing their own health insurance/ protection schemes, for implementing AB PMJAY. Appropriate staffing of to carry out its functions effectively with respect to implementation. Similarly, setting up of District structures responsible for implementing the scheme and monitoring at the District level is very important for the success of the Scheme.
4. Data management: Availability of team at State/ SHA to manage the AB PMJAY data. If the State has decided to expand AB PMJAY to more categories of beneficiaries then mapping of AB PMJAY and State scheme beneficiaries will need to be carried out.
5. Decision on IT platform: State/SHA need to decide on the IT platform to be used for implementation of AB PMJAY, Central IT platform or their own IT platform (following data sharing guidelines). If using Central IT platform, decide on central hosting or State level hosting (in case additional features or functionalities are required).
6. Awareness generation of the scheme and informing target beneficiaries (who are the primary audience of this Mission) about their entitlements: The success of the scheme to a large extent will depend on informing the beneficiaries about their entitlements, how to

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access the services, and, channels for providing client feedback/grievance redressal. The awareness generation process, adopting various methods, will need to be a continuous activity to be carried out by the State. The States will also disseminate communication material to other secondary audiences such as hospitals, Front Line Workers etc. to prepare them in implementing the scheme. They will also liaise with the local media in disseminating the salient features of the scheme

7. Tendering process for selection of Insurance Company or Setting-up / Identification of a Trust: For Insurance mode, carry out tendering process (based on MTD shared by NHA) for selection of an Insurer and signing of contract upon selection. OR Setting up of SHA / Trust with requisite capacities for implementation of AB PMJAY in Trust mode.
8. Empanelment of Health Care Providers: The responsibility for empanelment of health care providers lies with the State Government/ SHA. The SHA may take support of Insurance Companies, if applicable and / or required. All public hospitals (CHC and above) will be deemed to be empaneled.
9. Timely release of funds (to Insurance Company or to Hospitals): For Insurance mode, release premium to insurance company, through dedicated escrow account, in a timely manner as per the defined guidelines. For Trust mode, timely claim payments to empaneled Health Care Providers to be paid as per the defined guidelines.
10. Monitoring: Monitoring the scheme effectively is the most important function of SHA and it shall set up a comprehensive monitoring system for AB PMJAY, which shall be integrated with IT system through data for fraud/ abuse prevention and control.

## ***4. Scope of Work***

National Health Authority is an attached office to Ministry of Health and Family Welfare, established by Government of India for implementation of Pradhan Mantri Jan Arogya Yojana. The objective of the Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (PM-JAY) is to reduce the financial burden on poor and vulnerable groups arising out of catastrophic hospital episodes and ensuring their access to quality health services. PM-JAY seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). The scheme was launched by the Hon'ble Prime Minister on 23<sup>rd</sup> of September, 2018 nationally. Key benefits of the scheme are listed below:

1. Health insurance cover of up to Rs. 5,00,000 per family per year on a family floater basis
  2. More than 10.74 crore poor and vulnerable families (approximately 50 crore beneficiaries) covered across the country
  3. All families listed in the SECC database as per defined criteria will be covered. No cap on family size and age of members
  4. Covers secondary and tertiary care hospitalization in empaneled public and private hospitals
  5. 1,350 medical packages covering surgery, medical and day care treatments, cost of medicines and diagnostics
  6. All pre-existing diseases covered
  7. Cashless and paperless access to quality health care services
  8. Eligible beneficiaries can avail services across India, offering benefit of national portability
- To ensure complete transparency, efficiency, effectiveness and accountability in the implementation of the scheme, NHA intends to on-board an agency to conduct 'Beneficiary Feedback Survey' in a digitalized manner of those beneficiaries who have availed/ are availing the services under PM-JAY. The feedback survey will help NHA drive improvements in systems and processes used in the delivery of the services.

### ***4.1. Term of contract***

The term shall be a period for 1 year, which may be extended for 1 more year on mutually agreed terms between selected bidder and NHA. However, the decision of extension shall be the sole discretion of NHA and shall be binding on the agency.

### ***4.2. Geographical Scope***

1. The project location shall be-

National Health Authority  
9<sup>th</sup> floor, Tower-1  
Jeevan Bharati Building

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Connaught Circus,  
New Delhi

2. The selected bidder personnel's shall be required to travel to the location (i.e. in various states) of the all the beneficiaries for conducting feedbacks.
3. The basic essence of the contract shall be the strict adherence to the time schedule for the completion of the work as per RFP Conditions.

### ***4.3. Detailed Scope of Work***

The following is the envisaged scope of work/terms of reference under this RFP. However, the scope of work is not exhaustive in nature and the agency shall undertake such other tasks, within the scope of the RFP, as may be necessary to implement the scope and the program efficiently and effectively during the project in order to achieve the desired objectives-

Selected Bidder shall be responsible for conducting beneficiary feedback survey, in a paperless mode, towards service delivery experience of PMJAY including but not limited to getting an e-card, registration and treatment at the hospital and other aspects related to interactions with various stakeholders during the process of availing the benefit.

Note:

1. NHA shall provide a state-wise list of beneficiaries (including name and address) to the selected bidder for which the feedback shall be taken. It is explicitly provided herein that the feedbacks should be taken of only those beneficiaries which are mentioned in the list (i.e. assigned surveys/feedbacks) provided by NHA.
2. All assigned surveys/feedbacks must be completed by the selected bidder within 45 days (15 days for initiation and 30 days for completion of survey) from the date of issue of the work. Any delay shall invite penalties.

#### ***4.3.1. Survey Pre-Planning***

1. Prepare district-wise plan for conducting the survey including but not limited to deployment of manpower, devices, logistics etc.
2. The bidder(s) are required to submit an envisaged team deployment structure as a part of Technical Proposal submitted for this bid.
3. Arranging for mobile devices through which the field staff will administer the survey
4. Training of field staff to administer the survey

#### ***4.3.2. Conduct of survey***

1. Selected bidder will be required to conduct physical survey by visiting the given addresses/beneficiaries.



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2. The agency field staff, who shall take the survey, shall carry a mobile device for recording the feedback on an IT application which is developed by NHA. The access to the said application shall be provided to the selected bidder's staff. The feedback shall be recorded on the application in the manner and form as may be decided by NHA.
3. Only authorized users of the selected bidder shall be given access to the application. For this the selected bidder shall submit a list of its field staff who shall be taking up the feedback survey.
4. All costs related to the logistics to conduct the survey including but not limited to boarding, lodging, travel, mobile devices, internet connectivity, charger, power-bank etc. will need to be provided by the selected bidders.
5. The selected bidder shall provide all their identified field staff with adequate professional identification to the beneficiary before conduct of the survey
6. The field staff will be required to undertake adequate consent from the beneficiary before the conduct of the survey. The purpose of collecting information shall be clearly be read out by the field staff to the beneficiaries and make sure that the same is understood by them.
7. When using or disclosing beneficiaries' personal data, or when requesting information from any individual or entity, reasonable efforts shall be made to limit the beneficiaries' personal data requested, used, or disclosed to the minimum necessary to accomplish beneficiaries feedback.
8. The selected bidder shall abide with NHA Data Privacy Policy & Information Security Policy. (Refer URL: <https://www.pmjay.gov.in/policy-and-guidelines>)
9. The Bidder shall meet all the security requirements indicated in the IT Act 2000 and Amendments 2008 or under any other applicable law, rules or regulations as amended from time to time.
10. The survey to be done shall include capturing responses in form of answers to questions in text, video, audio, images and geotagging. NHA shall finalize the questions/questionnaire in consultation with agency and the agency shall take feedbacks surveys basis the approved questions only. The speed, performance and quality of the devices on which survey shall be captured will play a critical role in success of the project. For the purpose of this RFP, it must be ensured that the mobile device complies to the following minimum benchmarks or above:
  - a) Screen Size – Minimum 5”
  - b) RAM – Minimum 4 GB
  - c) Storage – Minimum 32 GB
  - d) Camera – Minimum 16MP
  - e) Power back-up devices;

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- f) Connectivity – 4G / LTE supported
- g) Operating system – (Android/IOS/Windows)
- h) Operating system version – (Minimum 4.x for android,7.x for IOS and for windows)
- i) Compliant with the end-point device software and sync with the backend infrastructure as elaborated in the previous section

Bidder would be required to provide compliance against the above mentioned benchmarks as per the below table. Failing to comply with this minimum technical configuration would result in disqualification of the bidder. Compliance checklist is as under:-

Description	Minimum Requirement	Compliance (Yes/No)
Make	Bidder to fill	
Model	Bidder to fill	
Screen Size	5 inch	
RAM	4 GB	
Storage	32 GB	
Camera	16 MP	
Connectivity	4G/LTE supported	
Operating System	As mentioned above	
Operating System version supported	As mentioned above	

Ownership, manageability, functioning and insurance of the device will be the responsibility Bidder.

### 4.3.3. Survey Quality Check & Re-conduct

1. The selected bidder shall conduct a Quality Check mechanism to ensure that the survey conducted meets the quality as desired by NHA.
2. In case any data-set/ survey are found to be erroneous, the selected bidder will need to re-conduct the survey at their own cost.
3. NHA will from time-to-time undertake spot quality checks and/ or send team with field staff during the conduct of the survey to ensure that the quality is not compromised during the conduct of the survey.

## 4.4. Roles & Responsibilities

### 4.4.1. Agency

1. Pre-plan adequate for all aspects of conducting the survey including but not limited to logistics, manpower, devices, training, compliance to information security and data privacy guidelines as published from time-to-time by the NHA.
2. Ensure that quality manpower who have done such survey activities in the past are only deployed for the purpose of the project. NHA reserves the right to ask the agency to replace any particular resource, if the same, in the view of NHA, is not a fit resource and is not performing as per desired objectives of this project.

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3. Install/ deploy the application developed by NHA to conduct the survey and train the field staff before the conduct of the survey.
4. Selected bidder should deploy multi-lingual field staff conducting the survey based on location (state/ district/ area). In addition all field staff should mandatorily be conversant in Hindi and English.
5. Be flexible to change/ augment team deployment on short notices, given the changing landscape during the conduct of the surveys in rural areas.

### **4.4.2. NHA**

1. Develop Beneficiary Feedback Survey tool and provide to download to the selected bidder for whom survey is required to be done.
2. User access management for the identified field staff
3. To assign surveys/feedbacks to the agency.
4. NHA shall not be responsible for any device or connectivity failure for any reasons whatsoever and it shall be the liability of the agency selected through this RFP.

## **5. Instructions to bidders**

### **5.1. Objectives of this RFP**

The National Health Authority (hereinafter to be referred as NHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') for appointment of an agency who can meet the evaluation criteria specified in this RFP and deliver the scope. The project information and the broad scope of work is detailed below in Section 4 of this RFP.

### **5.2. General**

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

### **5.3. Availability of RFP Document**

The Bid document can be downloaded for free from <https://pmjay.gov.in>. The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

### **5.4. Bid Security/EMD**

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of ₹ 15,00,000 (Rupees fifteen lakhs) as bid security fee in the form of a bank guarantee issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure II, section 11.2. The bidders may also submit bank guarantee in the form of account payee demand draft also.
2. The bid security/ EMD shall be submitted in a separately sealed envelope. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.

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4. EMD **must remain valid for at least 45 days** beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the NHA on the EMD.
5. The EMD is required to protect NHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (9) below.
6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of contract.
7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure V) by the successful Bidder.
8. In case the EMD is not received within the stipulated deadline (provided in fact sheet) then NHA reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
9. Submission of EMD is applicable to all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.
10. The EMD may be forfeited:
  - a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
  - d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

### ***5.5. Bid Preparation Costs***

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHA to facilitate the evaluation process.

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2. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

### ***5.6. Consortium/Sub-Contracting***

1. Bidding as a consortium under this RFP is not allowed for implementation of any component under the scope of this project.
2. The agency is allowed to sub-contract for providing manpower requirements only, however, it is clarified that program management shall not be sub-contracted and shall be the exclusive responsibility of the agency selected through this RFP.

### ***5.7. Debarment from Bidding***

1. A bidder shall be debarred if he has been convicted of an offence –
  - a) under the Prevention of Corruption Act, 1988; or
  - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

### ***5.8. Authorized Signatory and Authentication of Bids***

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder **shall submit a power of attorney** authorizing the person to be authorized signatory or board resolution or letter of authorization.

### ***5.9. Language***

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

### ***5.10. Complete and Compliant Responses***

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been

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done after careful study and examination of the RFP document with full understanding of its implications.

2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - a) Include all documentation specified in this RFP;
  - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c) Comply with all requirements as set out in this RFP.

### ***5.11. Late Bids***

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made physically, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. The NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### ***5.12. Proposal Submission Format***

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 for the format for Proposal Submission.

### ***5.13. Amendment of the RFP***

At any time prior to the deadline for submission of the proposals, NHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on the website. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who

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have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the website and check for themselves regarding any addendum/corrigendum issued to the RFP. NHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the website for RFP related updates/information.

### ***5.14. Bid Validity***

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests. The validity of the EMDs as requested in Section 5.4 should also be suitably extended if called upon to do so by NHA.

### ***5.15. Right to the Content of Proposal***

All bids and accompanying documentation of the bid proposal will become the property of NHA, and will not be returned after opening of the bid proposals. NHA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NHA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### ***5.16. Disqualification***

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;



## ***5.17. Confidentiality***

Information relating to the examination, clarification and comparison of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its RFP.

## ***5.18. Fraud and Corrupt Practices***

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “Corrupt Practice” means
    - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to

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- constitute influencing the actions of a person connected with the selection process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;
- b) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
  - c) “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
  - d) “Undesirable Practice” means
    - i. establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
    - ii. having a Conflict of Interest; and
  - e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

### ***5.19. Right to Terminate the Process***

1. NHA may terminate the RFP process at any time and without assigning any reason. NHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

### ***5.20. Conflict of Interest***

1. The Bidder shall not have a conflict of interest that may affect the selection process (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.

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2. NHA requires that the agency provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - e) A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.
5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed

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as Conflict of Interest. The NHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

## **6. Bid Process**

### **6.1. Pre-Bid Queries**

Any clarification regarding the RFP can be submitted to NHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

### **6.2. Pre-Bid Meeting**

NHA will organize a pre-bid meeting with the prospective bidders as per details provided in the Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid conference as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

### **6.3. Responses to Pre-Bid Queries and Issue of Corrigendum**

1. NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website or emailed to respective bidders.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

### **6.4. Submission of Response**

1. A three staged bid system will be followed for this RFP with least cost system (LCS) selection criterion. The three bids are –
  - a) Pre-Qualification Bid

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- b) Technical Bid and
  - c) Commercial Bid.
2. The bids are to be submitted manually i.e. in physical form on or before the last date of proposal submission at the address mentioned in the fact sheet.
  3. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals. The Proposal is to be submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
<b>One</b>	Pre-Qualification Bid	<ul style="list-style-type: none"> <li>a) Pre-Qualification Proposal as per section 7.2.1 and Annexure II along with the required supporting documents</li> <li>b) Checklist of all documents submitted</li> <li>c) Signed Integrity Pact (annexure VI)</li> <li>d) EMD (Annexure II, section 11.2)</li> <li>e) Power of attorney/Board Resolution/Letter of authorization (as per section 5.8)</li> </ul>
<b>Two</b>	Technical Bid	<ul style="list-style-type: none"> <li>a) Technical Proposal as per section 7.2.2 and Annexure III along with the required supporting documents.</li> <li>b) Checklist of all documents submitted</li> </ul>
<b>Three</b>	Commercial Bid	<ul style="list-style-type: none"> <li>a) Commercial Proposal as per Annexure IV along with the required supporting documents.</li> <li>b) Cover letter</li> <li>c) Check list of all documents submitted</li> </ul>

4. Each bid should be submitted in a different cover/envelope and each cover/envelopes to be marked with the name of the stage (Pre-Qualification/Technical/Commercial) and “NOT TO BE OPENED BEFORE THE DUE DATE”.
5. The submission of the proposal should be in three covers namely-
  - a) Cover 1 - The Pre-Qualification Proposal should be placed in a sealed envelope and super scribed as “Pre-Qualification Proposal for selection of an agency to conduct beneficiary feedback survey for PMJAY”. The EMD should be placed in a separate sealed cover and should be inserted in cover 1 with pre-qualification proposal and EMD envelope be super scribed as “EARNEST MONEY DEPOSIT (EMD) FOR RFP # <.....> DATED <....>”
  - b) Cover 2 - The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal for selection of an agency to conduct beneficiary feedback survey for PMJAY”
  - c) Cover 3 - The Commercial proposal shall be placed in a sealed envelope and super scribed “Commercial Proposal for selection of an agency to conduct beneficiary feedback survey for PMJAY” If the commercial bid is not submitted in a separate sealed

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envelope duly super scribed as indicated above, this will constitute grounds for declaring the Bid as non-responsive.

6. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
7. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the "Fact Sheet". The Bidder will not be allowed to submit the Proposal after the Bid submission time.
8. Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8.

### **6.5. Selection of Bidders**

#### **6.5.1. Opening of Proposals**

The Proposals will be opened by NHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events viz-

1. Cover 1 (Pre-Qualification Proposal)
2. Cover 2 (Technical Proposal)
3. Cover 3 (Commercial Proposal)

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage and the Commercial proposals of only those bidders who qualifies the technical evaluation shall be opened.

#### **6.5.2. Preliminary Examination of Proposals**

NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NHA and shall not be included for further consideration.

Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;

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6. Non-compliant to any of the clauses mentioned in this RFP;

### ***6.5.3. Clarification on Proposals***

During the RFP evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.



## **7. Evaluation Process and Criteria**

### **7.1. Evaluation Process**

#### **7.1.1. Stage 1: Pre-Qualification**

1. NHA shall open “Cover 1” marked “Pre-Qualification Proposal” in the presence of the bidder’s representatives. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification condition mentioned in Section 7.2.1 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II). A checklist has to be created with proper page-wise indexing of all supporting documents

#### **7.1.2. Stage 2: Technical Evaluation**

1. Cover 2 marked as “Technical Proposal” will be opened only for bidders who succeed in Stage 1, in the presence of the bidder’s representatives.
2. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA’s discretion.
3. The bidder’s technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2.
4. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. To technically qualify the RFP stage, Bidders will have to secure both of the following-
  - a) Attain an aggregate Technical Score of 70% or more
  - b) Score at least 70% in individual sections of Technical Evaluation

#### **7.1.3. Stage 3: Commercial Evaluation**

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee) for evaluation in the presence of the bidder’s representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids will be considered.
5. The bid prices will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.

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6. If there are any calculation errors or typo mistakes in the commercial proposal then the bid may be liable for rejection.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

### **7.2. Evaluation Criteria**

NHA shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. NHA may constitute an Evaluation Committee (EC) to evaluate the Proposals of the bidders. The EC constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical and commercial bids and the requisite support must be provided by the Bidder.

The evaluation criteria is as follows-

#### **7.2.1. Pre-Qualification Criteria**

The Bidder's pre-qualification proposal will be evaluated as per the following criteria. A Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid.

S. No	Eligibility Criteria	Documents Required
1.	Bidder should be - <ol style="list-style-type: none"><li>1. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008.</li><li>2. Registered with the GST Authorities</li><li>3. Agency should have a valid PAN number</li></ol>	<ol style="list-style-type: none"><li>1. Certificate of Incorporation (copy);</li><li>2. GST Registration certificate issued by GSTN authorities (copy)</li><li>3. PAN Card (copy)</li></ol>

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S. No	Eligibility Criteria	Documents Required
2.	<p>The Bidder should have a positive net worth during any two of the last three financial years (2015-16, 2016-17 and 2017-18)</p> <ul style="list-style-type: none"> <li>• The net worth of only the bidding entity will be considered. Net worth of any parent, subsidiary, associated or other related entity will not be considered.</li> <li>• <b>Net worth is defined as sum of shareholders' capital and Reserves &amp; Surplus.</b></li> </ul>	<p>Audited financial statements for the last three financial years OR Statutory auditor certificate specifying the net worth for the specified year.</p>
3.	<p>The Bidder must have had an average annual turnover of at least ₹ 15 crores in the each of the last three financial years (2015-16, 2016-17 and 2017-18). The turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the three financial years OR Statutory auditor certificate specifying the turnover for the specified year.</p>
4.	<p>The Bidder should be a profitable organization during any two of the last 3 financial years (2015-16, 2016-17 and 2017-18). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the three financial years OR Statutory auditor certificate specifying the profitability for the specified year.</p>
5.	<p>Bidder must be operational for a period of at least 5 years as on 31-03-2019 and should have an employee strength of 200 personnel's working in to data collection expert/ statistician, etc. The employees should be on the payroll of the bidder.</p>	<p>a) Copy of memorandum of association and Article of association b) Letter from head-HR</p>
6.	<p>As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.</p>	<p>Certificate as per Annexure-II</p>
7.	<p>As on date of submission of the proposal, the bidder should not be blacklisted or banned Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The bidder should not</p>	<p>Certificate as per Annexure-II</p>

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S. No	Eligibility Criteria	Documents Required
	be blacklisted in the past three years from more than two government departments.	

### 7.2.2. Technical Evaluation Criteria

While the Bidder will be evaluated on the criteria mentioned below, the documents specified in Annexure III are also required to be submitted and non-submission may lead to rejection of the Proposal. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

#	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
A.	Relevant Experience	40	$\geq 28$
B.	Approach and proposed solution	30	$\geq 21$
C.	Technical presentation	30	$\geq 21$
<b>Total</b>		100	$\geq 70$

The overall technical cut-off will be 70%. The bidder need to qualify the sectional and sub-sectional cut-off for each of the evaluation criteria specified in the table above in order to qualify in the technical evaluation stage. The bidders who qualify the minimum technical cut-off shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.

The following sections explain how the bidders will be evaluated on each of the evaluation criteria.

#### 7.2.2.1. Relevant experience

Criteria Details	Documentary Evidence	Maximum Marks Allotted	Minimum cut-off (70%)
The Bidder should have experience of working with government (center/state/PSU) on similar work during the last three financial years (2015-16, 2016-17, 2017-18) for PSU/Central Govt./State Govt.. Marks shall be awarded as under- 1. If project value > 10 crores then 20 marks to each project.	Citation as per annexure-3 (including the detailed scope of work) and Relevant client certificate/work order/contract copy	40	28

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Criteria Details		Documentary Evidence	Maximum Marks Allotted	Minimum cut-off (70%)
Maximum 4 citations to be submitted.	or	specifying the project details and value.		
2. If the project value is <10 crores but > 5 crores then 10 marks for each project. Maximum 4 citations to be submitted.	or	OR Work order along with the project completion certificate. In case of an on-going project phased completion certificate (provided by client) should be submitted		
3. If the project value is <5 crores but > 2 crores then 5 marks for each project. Maximum 8 citations to be submitted.		OR a certificate from the company secretary of the bidder stating the criteria and the project value.		
<b>Total</b>			40	28

**7.2.2.2. Proposed solution**

#	Parameter	Details	Maximum Marks Allotted	Minimum cut-off (70%)
1	Proposed solution.	Understanding of the scope of work	6	>=4.2
		Solution Proposed	6	>=4.2
		Approach for managing project operations	6	>=4.2
		Work Plan	6	>=4.2
		Resource Deployment Plan/Team deployment structure	6	>=4.2
<b>Total</b>			30	21

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### 7.2.2.3. Technical presentation

#	Parameter	Details	Marks Allotted	Minimum cut-off (70%)
1	Presentation of approach & methodology	Presentation to NHA on the proposed solution, adherence to standards approach and methodology, work plan, resource deployment plan, understanding and ability to meet timelines to address the scope of work as presented in the RFP. Evaluation would be based on the Applicant's approach and quality of presentation. The presentation to be made by the proposed Project Manager. The bidders are required to submit presentation to NHA one day before the schedule of the presentation.	30	21
<b>Total</b>			30	21

### 7.2.3. Commercial Evaluation Criteria

1. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-4).
2. The bidders are required to quote per unit rate (as anticipated by the bidder) as per the table indicated in Annexure IV and the total cost. The final selection shall be done on the basis of total cost quoted by the bidder as sum of - unit rates quoted by the bidder x indicative volume for all states/ UT's.
3. The unit rate shall subsume all applicable costs and taxes, excluding GST. GST shall be paid by NHA.
4. In case only one bidder qualifies after the technical evaluation, NHA will have right to select the single qualified bidder or cancel the RFP.
5. The bidder with lowest qualifying financial bid (L1) i.e. lowest total cost (of all states/ UT's) will be placed at L1 and next higher price shall be placed at L2 and so on. It is clarified that L1 bidder shall be the one whose grand total cost i.e. sum of (all unit rates x indicative volume for all states/ UT's) is lowest, post evaluation of commercial proposals of bidders by NHA. This would include but not limited to evaluations as referenced in Section 13.2, Annexure-4.
6. The L1 bidder shall be the successful bidder under this RFP.

## **8. Award of Contract**

### **8.1. Award Criteria**

NHA will award the Contract to the successful bidder (as per section 7.2.3) whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 7 of this RFP)

### **8.2. Letter of Award**

Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email through a letter of award. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid. The letter of award will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to the successful bidder.

### **8.3. Performance Guarantee**

1. The NHA will require the selected bidder to provide a Performance Bank Guarantee/Performance security (PBG), within 7 days from the Notification of award, for a value equivalent to 10% of the total cost of project.
2. The Performance Guarantee shall be kept valid by the bidder till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The performance guarantee/security may either be submitted as per format indicated in annexure V of this RFP or through an account payee demand draft.

### **8.4. Contract Signing**

1. Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP.

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2. Within 7 days of the notification of award, the successful bidder shall execute the Services Agreement/contract.
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 7 days from its acceptance to notification of award of contract by NHA.

### ***8.5. Failure to Agree with the Terms and Conditions of the RFP***

1. Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NHA shall invoke the PBG of the most responsive bidder.
2. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
3. The letter of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, NHA will notify each unsuccessful bidder and return their EMD.



## **9. Payment Terms**

1. The payments shall be made to the selected agency on the basis of the amount specified by the bidder in their commercial proposals (Annexure IV, section 13.2). The payments shall be made to the selected agency on the following basis-
  - a) “on a per survey delivered and accepted by NHA” subject to service levels and penalties described in section 9.1 of this RFP and;
  - b) on the basis of the amount specified by the bidder in their commercial proposals i.e. per unit rate (one unit shall imply per survey delivered) for each state/UT i.e. to say that if ‘n’ surveys are delivered by the agency to NHA and are accepted by NHA then the payment shall be made as ‘n’ x unit rate for a particular state where surveys are conducted
  - c) It is pertinent to specify that payments shall only be made for the surveys which are accepted by NHA.
  - d) No payments shall be done for any reworks or re-surveys for any reasons.
2. Rates entered into commercial rate page (refer section 13.2, Annexure IV) and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.
3. Agency will execute the work as per Tender document with schedule of rates specified in their commercial proposal. No extra payment will be entertained.
4. The payments shall be made to the agency subject to service levels/ penalties described in this section of this RFP. The payments shall be made on a quarterly basis on the basis of submission of invoice and work completion report accepted by NHA.
5. The total cost, quoted in commercial bid, shall include all kinds of costs/taxes except GST.
6. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive rate in the commercial proposals.
7. Only GST (goods and services tax) shall be paid by the NHA as part of tax payments.
8. The agency to prepare a “work done report per quarter” and submit to NHA. Basis, the satisfaction of NHA on this report the payments shall be approved for the agency.

### **9.1. Service Levels and Penalties**

The payments to the agency shall be subject to the fulfillment of the following service levels-

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S. No.	Service Level	Baseline Matrix	Breach	Penalty
1.	Survey completion within timeline of 45 days from the date of issue of work order and data handover by NHA	Within 45 days	If completed 7 days beyond the baseline	10% penalty calculated on the volume of work not completed within the timeline specified in baseline.
			If completed 14 days beyond the baseline	20% penalty calculated on the volume of work not completed within the timeline specified in baseline.
			If completed beyond 14 days	100% penalty calculated on the volume of work not completed within the timeline specified in baseline.

# 10. Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

## **Sheet 1: Bidder’s Information**

Information Sought	Details provided by the bidder
<b>Name (Authorized Signatory)</b>	
<b>Designation</b>	
<b>Company</b>	
<b>Address</b>	
<b>Contact Number</b>	
<b>e-Mail ID</b>	
<b>Date</b>	

Note: Please paste the table above in email body as well

## **Sheet2: Clarification Requested/Format for pre-bid query submission**

#	Page No	Section No.	Section Name	Statement as per RFP document	Query bidder	by

- a) Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. ‘29’ as page number and not ‘29 of 156’.
- b) Section No. – Example – ‘8’ and not ‘Section 8’
- c) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Notes –

1. The queries are to be submitted in the format provided above only and as per schedule (refer-fact sheet) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the NHA shall not be responsible for the same and such queries may be discarded from providing any response.

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2. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to NHA.

# ***11. Annexure II: Pre-Qualification Proposal Format***

## ***11.1. Response to pre-qualification criteria***

Bidders are required to submit their compliances to the pre-qualification criteria, along with documents required, as stated in section 7.2.1 of this RFP as per below-

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S. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Page # in the proposal
1.	<p>Bidder should be -</p> <ol style="list-style-type: none"> <li>1. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008.</li> <li>2. Registered with the GST Authorities</li> <li>3. Agency should have a valid PAN number</li> </ol>	<ol style="list-style-type: none"> <li>a) Certificate of Incorporation (copy);</li> <li>b) GST Registration certificate issued by GSTN authorities (copy)</li> <li>c) PAN Card (copy)</li> </ol>		
2.	<p>The Bidder should have a positive net worth during any two of the last three financial years (2015-16, 2016-17 and 2017-18)</p> <ul style="list-style-type: none"> <li>• The net worth of only the bidding entity will be considered. Net worth of any parent, subsidiary, associated or other related entity will not be considered.</li> <li>• <b>Net worth is defined as sum of shareholders' capital and Reserves &amp; Surplus.</b></li> </ul>	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor certificate specifying the net worth for the specified year.</p>		
3.	<p>The Bidder must have had an average annual turnover of at least ₹ 15 crores in the each of the last three financial years (2015-16, 2016-17 and 2017-18). The turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the three financial years</p> <p>OR</p> <p>Statutory auditor certificate specifying the turnover for the specified year.</p>		

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S. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Page # in the proposal
4.	<p>The Bidder should be a profitable organization during any two of the last 3 financial years (2015-16, 2016-17 and 2017-18). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the three financial years OR Statutory auditor certificate specifying the net worth for the specified year.</p>		
5.	<p>Bidder must be operational for a period of at least 5 years as on 31-03-2019 and should have an employee strength of 200 personnel's working in to data collection expert/ statistician, etc. The employees should be on the payroll of the bidder.</p>	<p>a) Copy of memorandum of association and Article of association b) Letter from head-HR</p>		
6.	<p>As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.</p>	<p>Certificate as per Annexure-II</p>		
7.	<p>As on date of submission of the proposal, the bidder should not be blacklisted or banned Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The bidder should not be blacklisted in the past three years from more than two government departments.</p>	<p>Certificate as per Annexure-II</p>		

## 11.2. Format for Bank Guarantee Earnest Money Deposit

Bidders are required to submit bid security/EMD as mentioned in section 5.4 of this RFP in the below format-

**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

Ref..... Bank Guarantee No.....

Date.....

To

General Manager (Operations)

National Health Authority

9<sup>th</sup> Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s ..... having its Registered/Head Office at..... (hereinafter called the 'Service Provider') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to ..... on behalf of Service Provider in lieu of the Bid deposit required to be made by the Service Provider, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by National Health Authority (NHA), the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - a) Our liability under this guarantee is restricted to ₹. .... (in words & figures).
  - b) This Bank Guarantee will be valid up to .....; and



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c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2018.....at.....

**WITNESS**

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

***11.3. Format- Undertaking (no conflict of interest)***

The certificate below is to be provided by the bidder.

**Certificate for undertaking for No Conflict of Interest**

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of NHA regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of

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the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or

7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

***11.4. Format – self declaration for non-black listing***

The certificate below is to be provided by the bidder.

**<To be printed on Company letterhead>**

We confirm that our company \_\_\_\_\_ as on date of submission of the proposal is not blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Company Secretary)

## 12. Annexure III: Technical Proposal Format

Bidders are required to submit their compliances to the technical evaluation criteria, along with documents required, as stated in section 7.2.2 of this RFP.

### 12.1. Profile of the bidding firm

Bidders are required to submit their details in the following format-

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile	
10.	Telephone	
11.	Fax Number	
12.	Email Address	
13.	Brief Description of the Organization	
14.	Office Address (from where services will be delivered)	
15.	Key representative for this project	

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16.	Name and contact details of the CEO	
-----	-------------------------------------	--

**12.2. Bidders Experience/format for citations**

The bidder is required to provide citations with respect to the pre-qualification criteria under 'project experience' as mentioned in section 7.2.2.1 of this RFP in the following format –

Sl. No.	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Bidder's SPOC at client location (Name and Contact details)	
5.	Client Contact Details (Contact Name, Address, Telephone Number)	
6.	Country (where the project was executed)	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10.	Go-Live Date / Completion Date (month/year)	
11.	Documentary evidence as required	
12.	Narrative description of the project	
13.	Details of work that defines the scope relevant to the requirement	
14.	Documentary Evidence	
15.	Technical Qualification Criteria against which the citation is submitted	

### ***12.3. Resource deployment plan***

The bidder is required to submit separate resource deployment plans/ team deployment for the project.

<b>State/UT</b>	<b>Total number of resources proposed to be deployed</b>	<b>Designation of team member</b>	<b>Responsibility of team member</b>	<b>Total Man Months Effort</b>
<b>Total</b>				_____

### ***12.4. No Deviation certificate***

A certificate in the below format to be provided by the bidder-

**<To be printed on Company letterhead>**

This is to certify that our offer is exactly in consonance with your RFP no. \_\_\_\_\_ dated \_\_\_\_\_ issued by National Health Authority and subsequent amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the solution requirements and scope of work, Legal or Commercial aspects as specified in the RFP in either direct or indirect form.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

### ***12.5. Total Responsibility***

A certificate in the below format to be provided by the bidder-

**<To be printed on Company letterhead>**

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP <Insert RFP # Dated\_\_\_\_\_) issued by National Health Authority for the duration mentioned in RFP.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

# **13. Annexure IV: Commercial Proposal Format**

## **13.1. Proposal Cover Letter**

(To be submitted on the Letter head of the Bidder)

(Location, Date)

To,  
General Manager (Operations)  
National Health Authority  
9<sup>th</sup> Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

**Ref:** Submission of Commercial proposal for Request for Proposal (RFP) Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. \_\_\_\_\_ dated \_\_\_\_\_ for NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.
4. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government.

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7. We have not been blacklisted or debarred by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government for failure to execute services as agreed upon/contracted for.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
10. We understand that NHA is not bound to accept any bid received in response to this RFP.
11. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
12. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
13. The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFP.
14. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
15. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**13.2. Commercial bid format**

Bidders are required to provide an all-inclusive total cost of contract as envisaged by them as per the table indicated below-

1. The rates quoted must be inclusive of the following:
  - a) Cost for all the activities as mentioned in the RFP document and

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- b) No extra item will be considered for payment.
- c) Cost of material, manpower, transportation, equipment's, tools etc.
- d) Any other cost direct or hidden, not mentioned above.
- e) All taxes and levies etc. applicable during currency of contract excluding GST.
- f) GST shall be paid by NHA.
- g) L1 bidder shall be identified on the total cost i.e. sum of all unit rates x indicative volumes for all states/UTs i.e. on Grand total cost (D) as shown in the below table.
- h) If L1 is same for two or more bidders then the award shall be given to the bidder with higher technical score.
- i) All the bidders should ensure that the Unit rate as specified herein below in Column B should be the actual unit rate proposed by the bidder. Column C should specifically denote the actual/exact multiplication of indicative volume for each state/UT in Column A and Unit Rate as specified in Column B. Any discrepancy/mismatch pertaining to the calculation as specified may result in rejection of the bids.

S. No.	State/UT	*Indicative Volumes for each state/UT (A)	Unit rate (all-inclusive) of processing one survey – in ₹ (B)	Total cost (A x B) –IN ₹ (C)
1	J & K	1000		
2	Himachal Pradesh	1000		
3	Uttarakhand	3000		
4	Punjab	1000		
5	Haryana	1000		
6	Uttar Pradesh	6000		
7	Gujarat	6000		
8	Madhya Pradesh	3000		
9	Chattisgarh	6000		
10	Bihar	3000		
11	Jharkhand	6000		
12	Sikkim	100		
13	Assam	3000		
14	Arunachal Pradesh	100		
15	Nagaland	100		
16	Manipur	100		
17	Mizoram	500		
18	Tripura	500		
19	Meghalaya	500		
20	Andhra Pradesh	3000		
21	Maharashtra	6000		
22	Tamil Nadu	6000		



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S. No.	State/UT	*Indicative Volumes for each state/UT (A)	Unit rate (all-inclusive) of processing one survey – in ₹ (B)	Total cost (A x B) –IN ₹ (C)
23	Karnataka	6000		
24	Kerala	6000		
25	Goa	100		
26	Puducherry	100		
27	Daman and Diu	100		
28	Dadar and Nagar Haveli	500		
29	Chandigarh	100		
30	Lakshwadeep	100		
31	Andaman and Nicobar Islands	100		
<b>Grand Total cost (D)</b>				₹ _____

\*Note: These numbers are indicative and will tend to change with time / number of hospitalization around ± 20%.

# 14. Annexure V: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

General Manager (Operations)

National Health Authority

9<sup>th</sup> Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir,

1. In consideration of the National Health Authority, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. .... (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context,

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recourse or protest and/or without any reference to the Service Provider merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the NHA and the Service Provider or any dispute pending before

3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
4. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Service Provider or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the NHA may have in relation to the Service Provider's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
7. Notwithstanding anything contained hereinabove:
  - a) Our liability under this guarantee is restricted to ₹. .... (in words & figures).
  - b) This Bank Guarantee will be valid up to .....; and
  - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

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In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2018 at.....

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

# 15. Annexure VI: Integrity Pact

## INTEGRITY PACT

**(To be executed on ₹ 100 stamp paper)**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 20\_\_, between, on one hand, the President of India acting through Chief Executive Officer, National Health Authority, Government of India (hereinafter called the “The Principal”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**And**

M/s \_\_\_\_\_ represented by \_\_\_\_\_, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

### Preamble

The principal intends to award, under laid down organizational procedures, contract to conduct feedback surveys for PMJAY 2.0. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
  - b) The Principal will during the tender process treat \_\_\_\_\_ all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could

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obtain an advantage in relation to the process or the contract execution. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-

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contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, NHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, NHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, NHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, NHA has not, within the reasonable time taken visible



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action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word “**Monitor**” word include both singular and plural.

**Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, NHA.

**Section 10: Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor)

(Office Seal)